

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

QUINCY MUTUAL INSURANCE CO.)	
(as subrogee of Derek Raditz))	
)	
Plaintiff,)	
)	
V.)	<u>COMPLAINT</u>
)	
UNITED STATES OF AMERICA)	
)	
)	
Defendant)	

FACTS AND PARTIES

I.

This action arises under the Federal Tort Claims Act, 28 U.S.C. sect. 2761 et seq., and this Court has jurisdiction under the provisions of 28 U.S.C. sect. 1346(b).

II.

The Plaintiff, Quincy Mutual Insurance Company, maintains a place of business at 57 Washington Street in Quincy, Norfolk County, Massachusetts and is a duly organized corporation under the laws of the Commonwealth of Massachusetts, United States of America.

III.

On or about July 27, 2020 Derek Raditz owned an automobile and maintained a contract of motor vehicle insurance for that vehicle with the Plaintiff, Quincy Mutual Insurance Company.

IV.

The Plaintiff submitted its claim in the amount of \$6,463.00 to the United States Postal Service, a duly organized body of the United States of America, in accordance with statute, 28 U.S.C. sect. 2761 et seq on December 21, 2021. To date, the United States Postal Service has not responded to the Plaintiff's request.

COUNT 1
(Negligence)

V.

The Plaintiff hereby reavers and realleges each and every allegation contained within paragraphs I through IV as if specifically set forth herein.

VI.

On or about July 27, 2020, Derek Raditz, a resident of Mansfield, Bristol County, Massachusetts was operating a motor vehicle in the exercise of due care at or near Route 106 East on Chauncy Street in Mansfield, Massachusetts, when an individual named Ryan Golden, while acting as agent, servant, or employee of the Defendant, The United States Postal Service, carelessly and or negligently struck Mr. Raditz's vehicle.

VII.

As a result of the Defendant's negligence, Mr. Raditz's motor vehicle suffered property damage.

VIII.

A claim was made against the Plaintiff by its insured under the property damage portion of the contract of insurance in the amount of \$8,500.00 and in the amount of \$913.00 for tow/storage expenses.

IX.

In accordance with the terms and conditions of the contract of insurance the Plaintiff made payment in the amount of \$8,500.00 to or on behalf of its insured for property damage and in the amount of \$913.00 for tow/storage expenses resulting from this accident. The Plaintiff was able to salvage a portion of the damages in the amount of \$2,950.00, bringing the amount of the claim to \$6,463.00. The Plaintiff now stands subrogated to Mr. Raditz's rights and causes of action to the extent of said payment.

WHEREFORE, the Plaintiff seeks judgment against the Defendant, United States Postal Service in the amount of \$6,463.00, as well as any other relief this court may deem proper.

Dated: August ³⁰/₅, 2021

THE PLAINTIFF
By its attorney,



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